

ATTACHMENT 6

Tool Department

Includes, but is not limited to, Hand and Measuring Tools, Powered and Non-Powered, Tool Boxes, Chests and Kits.

Includes Federal Supply Classes (FSC) 5130, 5140, 5180, 5210, 5110, 5120, 5133, 5136

TOOLS	<u>Standard Industrial</u>	<u>North American</u>
	<u>Classification Codes</u>	<u>Industry</u>
	(old classification system)	<u>Classification</u>
	3421	332211
	3423	332212
	3425	332213
	3546	333991

Size Standard: 500 Employees

Assigned Contract Specialists: Jay Willingham (816) 823-1285, Cheryl Sharp (816) 823-1807, Kim Kittrell (816) 823-1288, Joyce Swope (816) 823-1714, Phillip Ramirez (816) 926-1299

PLEASE NOTE: UNLESS OTHERWISE NEGOTIATED FOR LARGE MACHINES (SEE ORIGIN CLAUSES INCLUDED IN THIS SECTION), SHIPMENT OF ALL TOOLS LISTED IN THIS ATTACHMENT IS F.O.B. DESTINATION.

B-FSS-96 ESTIMATED SALES (NOV 1997) (LOCAL DEVIATION NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available. Special attention should be given to clause 552.212-70, Preparation of Offer, which is included in this solicitation.

INDICATE IN THE CHART BELOW THE ITEMS BEING OFFERED. YOU MUST COMPLETE THIS CHART

For the purposes of this procurement – tools should be manufactured and marketed for constant, rigorous, industrial environmental use. Tools offered and accepted under this program will be used primarily by skilled professionals and/or technicians in such areas as: machine shops, aircraft maintenance and repair facilities, industrial automotive assembly plants and airline service facilities etc. The tools will be used for specialty applications in an environment of virtual constant use (i.e., round the clock 8-hour shifts) with applications requiring high torque, low slippage and strict tolerances. Tools not meeting these standards will not be accepted.

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$1,895,200	550-001 (FSC 5130)	Hand Held Tools, Powered (Includes but is not limited to the following: Hammer Drills, Grinders, Routers, Sanders, Saws, Screwdrivers, Drills, Staplers, Nailers, Scribes, Torque Wrenches, Drivers, Riveters, etc.)							
\$4,899,857	600-001 (FSC 5140)	Portable Tool Boxes, Cabinets, Chests, Tool Holders and Organizers							

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$100,000	612-099 (Various FSCs)	<p>Introduction of New Products/Services</p> <p>1. A new or improved product is a product, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task or procedure not currently available under any GSA contract.</p> <p>2. The vendor must be capable of demonstrating that the product has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently available under any GSA contract.</p> <p>3. As determined by the Government, there are no similar items currently available under an existing Special Item Number(SIN).</p> <p>4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product.</p> <p>5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.</p>							
\$100,000	612-209 (FSC 5180)	Tool Kits							

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$3,676,719	613-001 (FSC 5 5110, 5120, 5133, 5136, 5180, and 5210)	Hand Held Tools – Nonpowered (Includes but is not limited to the following: Socket Wrenches, Screwdrivers, Saws, Riveters, Scalers, Microshavers, Air Regulators, Hammer, Drills, Grinders, Impact Wrenches, Sanders, Polishers, Nutrunners, Air Vacuums, Sealant Guns, Nailers, Ratchets, Sockets, Screw Starters, Pliers, Nippers, Mallets, Punches, Chisels, Nail Sets, Cutting and Stripping Tools, Measuring and Set Up/Layout Tools, Automotive Specialty Tools, Connector Tools, etc.)							
\$100,000	614-001 (Various FSCs)	Accessories (directly related to items accepted under this attachment)							
\$100,000	615-001	Leasing/Rental to Own of Tool Kits							
\$100,000	616-001	Ancillary Services (Includes, but is not limited to: Services necessary for make ready, start-up, operator instructions, training, consultation and/or tool kit assembly/etching.)							

The following is a more detailed description of SIN 616-001, as well as general guidelines for offerors:

616-001 – Ancillary Services

Award of this SIN is limited to only those contractors having a contract for products under other SIN's in this schedule for which ancillary services are appropriate.

Ancillary Services include, but are not limited to: Services necessary for make ready, start-up, operator instructions, training, consultation, and/or tool kit assembly/etching. Excludes personal services and construction (construction is defined as construction, alteration or repair of building, structures, or other real property as defined by FAR 36.102).

Prime contractors may subcontract ancillary services ordered under this Special Item Number, unless specifically prohibited by the contracting officer issuing the delivery order against the Multiple Award Schedule contract. The prime contractor shall be responsible, accountable and liable for all work performed by any subcontractor, at any level or tier.

Pricing for ancillary services will be based on the Schedule's fixed labor rates. Agencies will issue a statement of work that defines requirements for ancillary services in accordance with the Federal Supply Schedule ordering procedures set forth herein.

Orders for Ancillary Services under this Special Item Number can only be placed in conjunction with orders for products on this Federal Supply Schedule. **The principal purpose of these schedule Groups is for the purchase of Tools, Tool Sets and Tool Kits, Industrial Quality Hand Precision Measuring Tools, Electric Tools, Pneumatic Tools, and accessory items directly related to items accepted under this schedule.**

The following provides guidelines, terms and conditions which apply, as a minimum, to all leasing agreements pursuant to SIN 615-001:

615-001 Lease to Own of Tool Kits

1. STATEMENT.

a. All parties to this contract understand that this is a leasing arrangement. The Government, as lessee, anticipates fulfilling the leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease/rental as specified in the delivery order. The initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed, unless the ordering office has funding which exceeds a Government fiscal year.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4, Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5, Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase or lease/rental.

2. LEASING OPTIONS. The Government will consider proposals for leasing options, which the Contractor believes, will benefit the Government. Only those vendor proposed options which are considered to represent a good value will be accepted. The following leasing options are suggested:

Lease to Ownership;
Lease With Option to Own;
Short-term Rental - Rental for daily (8 hrs), weekly (40 hrs) and Monthly (160 hrs).

3. ORDERS AND PERIODS OF LEASING ARRANGEMENTS. Orders for leasing/rental of wood working/metal working machinery and equipment and tool kits must specify the applicable leasing option under which the equipment is being leased. With the exception of tool kits (which are lease to own only) all agreement are lease/rental only, and Government will not acquire title to any equipment rented.

When annually appropriated funds are cited on an order for leasing, the following applies:

(a) Leases/rentals executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Due to funding constraints, the Government cannot normally commit to a longer term at the commencement of the lease/rental. Renewal of a lease/rental will be subject to availability of funding. In order to permit the exercise of renewal options granted to the Government under the lease/rental, the total leasing terms will be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease/rental, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Orders under the lease/rental shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.

(b) All orders for leasing automatically terminate on September 30 of the contract term. However, ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed, until the completion of the leasing agreement. If the Government exercises its option to renew the leasing order, as renewed, it shall include an option to renew until the expiration of the leasing agreement.

(c) Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order for leasing under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal year.

(d) The equipment shall remain in the possession of the Government until the expiration of the lease/rental. The equipment shall not be disturbed in the event of equipment being sold by the Contractor, bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. Any assignment, sales, bankruptcy, or other transfer of the leased/rented equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

(e) GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference.

4. MONTHLY PAYMENTS. Prior to the placement of an order under this Special Item Number, the Government ordering office and the contractor must agree on a "base value" for the products to be leased/rented. For Lease to Ownership, the base value will be the contract purchase price (less any discounts). For Lease With Option to Own, the base value will be the agreed upon purchase price, less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

(a) To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value. Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-Bill) at the most current U.S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

(b) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 4.a. above.

(c) The purchase option price will be the fair market value of the product. The fair market value will not exceed the Base Value principal not paid (See Title Acquisition Formula shown below), plus the residual value, plus the Financial Cost for the Residual Value.

Financial Cost for Residual = $R \times (I \times t)$

Where: R = Residual Value
 I = Monthly Rate
 t = Remaining Months

In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment. Upon request by the Government, the Contractor will provide a quotation of the lump sum payment amount, in accordance with the following Title Acquisition Formula; such quotation shall be effective only if the Contractor receives the order during the month of the applicable quotation.

TITLE ACQUISITION FORMULA =

$$\frac{X - \frac{X}{[1 + \text{Rate}]^N}}{\text{Rate}}$$

WHERE: X = Lease monthly charge
 N = Number of months in original lease term less the
 number of full, unabated lease monthly charges
 received by the Contractor prior to exercise of option.

5. LEASE END/DISCONTINUANCE OPTIONS. Upon written notice, at least thirty (30) days prior to expiration of the lease/rental term, and provided the Government is not in default, the Government may: Exercise the option set forth in the lease (4.c. above); Enter into a new lease agreement (4.b. above); Return the equipment to the Contractor at the expiration date of the lease pursuant to paragraph 12, Return of Equipment.

6. UPGRADES AND ADDITIONS.

(a) The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:

- (1) Can be removed without causing material damage to the equipment;
- (2) Do not reduce the value of the equipment;

(3) Are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor

(b) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease/rental terms, the Government shall remove any additions which:

- (1) Were not leased/rented from the Contractor;
- (2) Are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

(c) Any additions, which are not so removable, will become the Contractor's property (lien free).

7. RISK OF LOSS OF DAMAGE. The Government is relieved from all risk of loss or damage to the equipment during periods of transportation and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss of damage to the equipment during relocation unless the Contractor shall undertake such relocation.

8. TITLE. Equipment shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the Contractor.

9. TAXES. The Contractor is responsible for all state and local taxes.

10. DISCONTINUANCE AND TERMINATION. Notwithstanding the provisions of 3 (a) and (b), equipment leased/rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (1), Termination For The Government's Convenience.

11. RETURN OF EQUIPMENT.

(a) Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications. Government shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

(b) Upon request by the Government and at the Government's expense, the Contractor shall assist in the packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

The principal purpose of this schedule is for the purchase of Tools, Tool Sets and Tool Kits, Industrial Quality Hand Precision Measuring Tools, Electric Tools, Pneumatic Tools and accessory items directly related to items accepted under this schedule.

The following categories of tools under SIN 613-001, Hand Held Tools – Nonpowered, must comply with the specific commercial standards cited for each:

1. 1/4, 3/8, 1/2, 3/4 and 1 in. Drive Sockets, Handles, Attachments, individual and sets, in compliance with Aerospace Standard AS954-1994, in compliance with American Society of Mechanical Engineers Standard ASME B107.1-1993, B107.5M-1994, B107.10M-1996.
2. Keys (Hex, Spline, Torx, includes replacement bits), individual and sets, Wrenches, Adjustable in compliance with ASME B107.8M-1996.
3. Wrenches, Box, 6 and 12 point, individual and sets, in compliance with ASME B107.6-1994, B107.9M-1994, Aerospace Standard AS954-1994.
4. Wrenches, Combination, 6 and 12 point, individual and sets, in compliance with ASME B107.6-1994, B107.9M-1994, Aerospace Standard AS954-1994.
5. Wrenches, Flarenut, individual and sets, in compliance with ASME B107.6-1994, B107.9M-1994.
6. Wrenches, Open End, individual and sets in compliance with ASME B107.6-1994, B107.9M-1994.
7. Wrenches, Torque in compliance with ASME B107.14M-1994
8. Screwdrivers, Cross Tip, Flat Tip, individual and sets in compliance with ASME B107.15-1993
9. Pliers, Diagonal Cutting, individual and sets, in compliance with ASME B107.11M-1993
10. Pliers, Needle Nose (Straight, 45 and 90 degree, Round), individual and sets, in compliance with ASME B107.13M-1996.
11. Pliers, Retaining Ring, individual and sets, shall be in compliance with ASME B107.19-1993.
12. Pliers, Wire Twister, individual and sets shall be in compliance with ASME B107.18M-1996.
13. Shears (Aviation Snips, shall be in compliance with ASME B107.16-1992, Tinner's Snips, in compliance with ASME B107.16-1992, Bent Trimmers, Straight Trimmers).

NOTE: OFFERORS ARE RESPONSIBLE FOR COMPLYING WITH THE MOST RECENT VERSIONS OF THE APPLICABLE STANDARDS AND SHOULD SUBMIT A STATEMENT AS TO COMPLIANCE AT THE TIME OF OFFER SUBMISSION. FOR INFORMATION CONCERNING THE ABOVE STANDARDS, PLEASE CONTACT THE ORGANIZATION LISTED BELOW:

ASME
AMERICAN SOCIETY OF MECHANICAL ENGINEERS
345 East 47th Street
New York, NY 10017
(Tel. #: 1-800-843-2763)

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
550-001, 612-099, 612-209, <u>613-001, 614-001</u>	<u>\$200,000.00</u>
<u>600-001, 615-001, 616-001</u>	<u>\$350,000.00</u>

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (SIN or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
600-001, 612-099, 613-001, 614-001, 615-001, 616-001	<u>30 DAYS ARO</u>	

<u>550-001</u>	<u>45 DAYS ARO</u>	_____
<u>612-209</u>	<u>120 DAYS ARO</u>	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS	Expedited delivery time
(Special Item No. of nomenclature)	(Hours/Days ARO)
_____	_____
_____	_____
_____	_____

Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

D-FSS-469 PARTS (APR 1984)

All small parts required to be furnished in connection with machines covered by contracts resulting from this solicitation shall be packed in envelopes, sealed, identified with part numbers and quantity on outside of envelopes; larger parts to be individually tagged and identified with part number on face of tag.